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CLOSING DATE: November 30, 2001

Subject: Request for Proposal No. 183-01-51, Bulgaria Anti-Corruption Program

Dear Prospective Offeror:

The United States Government, represented by the U.S. Agency for International Development (USAID), is seeking proposals from organizations interested in providing the activities described in the attached solicitation.

Submittal shall be in accordance with the attached information at the place and time specified. Please note, that the Department of State address for US mail is via diplomatic pouch and may take up to three weeks for delivery to the RSC/RCO in Budapest, Hungary. USAID and the State Department accept no liability for late delivery, or non-delivery, attributable to the diplomatic pouch. Offerors should plan accordingly and are not advised to send their proposal via diplomatic pouch.

Any questions may be directed to the Regional Acquisition Specialist, Ms. Viktoria Papp, RSC/RCO/Budapest, who may be reached by phone at (36-1) 475-4065, fax at (36-1) 475-4988, or by e-mail at "vpapp@usaid.gov." You may also contact the undersigned.

Sincerely,

ORIGINAL SIGNED BY  
Andrew Holland  
Regional Contracting Officer  
USAID/RSC/RCO/Budapest  
aholland@usaid.gov  
(36-1) 475-4568

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 86
2. CONTRACT NO.		3. SOLICITATION NO. <b>RFP 183-01-51</b>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED <b>19 OCT 2001</b>
7. ISSUED BY USAID/RSC/RCO/BUDAPEST DEPARTMENT OF STATE (USAID) 5270 BUDAPEST PLACE WASHINGTON, DC 20521-5270		8. ADDRESS OFFER TO (If other than Item 7) USAID REGIONAL SERVICES CENTER/RCO BANK CENTER, GRANIT TOWER 4 <sup>TH</sup> FLOOR SZABADSAG TER 7-8 H-1944 BUDAPEST, HUNGARY			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

### SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **SEE BLOCK 8** until (hour) 1700 local time (date) 30 NOV 2001. CAUTION LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		Intl CODE	NUMBER	EXT.

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### OFFER (Must be fully completed by offeror)


NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within        calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%) %	20 CALENDAR DAYS (%) %	30 CALENDAR DAYS (%) %	CALENDAR DAYS (%) %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER			17. SIGNATURE
AREA CODE	NUMBER	EXT.	
<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) 
24. ADMINISTERED BY (If other than Item 7)	25. PAYMENT WILL BE MADE BY	28. AWARD DATE
26. NAME OF Contracting Officer (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)

IMPORTANT: Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I - THE SCHEDULE  
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

## B.1 PURPOSE

The purpose of this contract is to provide support for an anti-corruption activity in the Republic of Bulgaria in order to enhance transparency and accountability of government and to promote stability, economic prosperity, rule of law and to provide for the consolidation of democratic processes.

## B.2 CONTRACT TYPE

This is a Cost Plus Fixed Fee (CPFF) completion contract. For the consideration set forth below, the Contractor shall provide the deliverables and/or outputs described in Section F in accordance with the inspection and acceptance standards specified in Section E.

## B.3 ESTIMATED COST, FIXED FEE, OBLIGATED AMOUNT, AND OPTION

- (a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is \$\_\_\_\_\_. The fixed fee is \$\_\_\_\_\_. The estimated cost plus all possible fees, if any, is \$\_\_\_\_\_.
- (b) Within the estimated cost plus all possible fees, if any, specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of all possible fees) for performance hereunder is \$\_\_\_\_\_. The Contractor shall not exceed the aforesaid obligated amount.
- (c) Funds obligated hereunder are anticipated to be sufficient through \_\_\_\_\_.
- (d) Option.

## B.4 LINE ITEMS

CLIN 0001 (Initial Contract Period)

OPTION CLIN 0002

## B.5 INDIRECT COSTS (DEC 1997)

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
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[TO BE DETERMINED]

B.6 COST REIMBURSABLE

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment and AIDAR 752.7003, Documentation for Payment.

[END OF SECTION B]

## SECTION C - DESCRIPTION / SPECIFICATION / WORK STATEMENT

**STATEMENT OF WORK**  
**ANTI-CORRUPTION PROGRAM FOR THE REPUBLIC OF BULGARIA**

**SOW PART A - GENERAL INFORMATION**

## A.1 INTRODUCTION

This requirement for an anti-corruption activity in the Republic of Bulgaria is to enhance transparency and accountability of government and promote stability, economic prosperity, rule of law and the consolidation of democratic processes. The requirement is to improve accountability mechanisms and the investigative capacity of government institutions, and to support NGOs and citizen action groups in their ability to participate in and oversee government activities, in order to reduce the pre-conditions for corruption.

## A.2 BACKGROUND

## A.2.1 Current Environment in Bulgaria

"...While corruption is not a product of democracy, it may well turn into one of the chief obstacles to the establishment of democratic values. Even the Romans, more than 2000 years ago, were familiar with some of its forms - bribery, for instance, known under the ironic term *argumentum argentarium*, i.e., pecuniary evidence. The Roman politician Marcus Tullius Cicero used to say that incorruptibility was the only quality he would appreciate even in his enemies.

...

The anti-corruption campaign in Bulgaria is also an essential prerequisite for our European integration because corruption can only lead to isolation and poverty, while democracy implies prosperity and participation in the world economy."

Petar Stoyanov  
 PRESIDENT OF THE  
 REPUBLIC OF BULGARIA

## A.2.1.1 General

Definitions of the complex term of corruption typically refer to the abuse of power - economic, political, or administrative - for group or personal gain, in violation of the law and the legitimate interests of individuals, a specific community, or

society as a whole. The broad scope of this definition is further warranted by the fact that effective counteraction of corruption, of one of the most threatening national and global phenomena, requires the concerted efforts and commitment of both the government and the citizens, and should involve each and every sector of public life.

The analysis of the Corruption Indexes of Coalition 2000 shows that, over the past year, the public in this country has still perceived corruption as an obstacle to Bulgaria's development that is especially difficult to overcome. Respondents in various polls have indicated that unemployment, low incomes and poverty are the only factors ranking higher than corruption in terms of social significance. Moreover, the problem of corruption has been given more weight in comparison with the previous year. The latter fact demonstrates that, in the opinion of the public, no sufficiently effective means exist yet to combat corrupt practices so as to suppress them to a tolerable level.

#### A.2.1.2 Governance

In the governance sector, significant administrative reforms have been enacted in procurement, civil service, privatization, and public administration. A National Audit Office has been established, together with a financial crime-fighting division within the Ministry of Finance - a Bureau for Financial Investigation. Hence Bulgaria has made short, but impressive strides in both the governance and awareness legs of the triangle, but there is still a lot to be addressed. And with increased public awareness, the government also faces stronger political pressure to strengthen oversight mechanisms, consolidate and co-ordinate internal control and enforcement efforts.

According to an analysis carried out by the World Bank on the basis of a 1999 survey of more than 3,000 enterprise owners and senior managers in 22 transition countries, the forms of corruption that are more particularly pointed out by 40 % of the firms doing business in Bulgaria are the paying of bribes to public officials to avoid taxes and regulations, as well as the contribution by private interests to political parties. Other corrupt practices, which influence the firms' business, are the sale of court and arbitration decisions, presidential decrees and parliamentary votes (for 20% to 30% of the firms). Furthermore, a large part of the firms (more than 40%) state that there are numerous cases of public officials hiring friends and relatives

into official positions. Corruption appears to be particularly widespread in the customs, the tax administration, health care, business licensing, the police, the courts and the education system.

Corruption thrives on the absence of strong, enforceable conflict of interest legislation and practice. It is characterized less by outright bribery and by more amorphous forms of corruption, like influence peddling and position-buying. Conflict of interest provisions and codes of conduct have been established for the Privatization Agency and for all ministries and civil servants, both at national and sub-national levels. These are significant, if extremely recent changes, but require time and continuous commitment to bear fruit.

With these changes comes an increased need for new technical assistance to these very agencies to help them translate legislation into practice and implementation.

#### A.2.1.3 Anti-corruption Approaches

The USAID Anti-corruption Strategy argues that there is a strong conceptual distinction between law enforcement approaches to corruption, which try to strengthen crime-fighting efforts, and a more holistic approach that addresses poor governance systems more broadly. 'Integrity' programs thus differ from law enforcement ones by seeking to make transparent practices that have been kept obscure, and by de-personalizing government activities to prevent abuse, rather than aiding governments to better keep secrets. Such integrity practices can be highly effective in attacking corruption simply because they target opportunities to engage in it.

Internal control rules and codes of conduct are the other major component for any institution charged with some aspect of public trust. In all former socialist countries, there exists an excessive reliance on formal rules, legal sanctions, and decrees to ensure discipline or correct wrong-doing. Developing strong, enforceable codes of professional conduct and discipline is a key component of corruption *prevention* almost entirely absent from transition societies. Indeed, this is largely how modern societies confront institutional corruption, rather than through after-the-fact law enforcement strategies. Western public and private institutions design and enforce informal rules and procedures on their members, both to maintain professional integrity and market share, but also to *prevent* management and



accountability problems from attracting the interest of the law afterward.

Public management measures aimed at promoting and upholding the integrity of public officials are being developed. Steps have been undertaken to establish a system of government hiring of officials that would, assure more openness, equity and efficiency and would promote hiring of more competent individuals and laws, management practices and auditing procedures with the aim to ease the detection of corrupt activity are being adopted.

#### A.2.1.4 Civil Society

The civic sector in general, and NGOs in particular, are increasingly affirming their public role in the prevention of corruption. Indicative of the results of the efforts of the civil society to limit corrupt practices is the broadening public support for the exercise of independent control over government, as well as for the overcoming of the outright negativist attitude towards civic initiatives for transparency on the part of the authorities. A tangible anti-corruption effect was achieved as a result of the improved interaction between non-governmental organizations, the media, and civil society as a whole, which also helps overcome the alienation between the various social spheres. It was manifested in different local-driven anti-corruption activities supported through the local grant program.

Civil society organizations have taken the natural lead in public awareness of corruption campaigns. To this end, it is necessary to find the proper formula for constructive interaction with the authorities, combining the principle of partnership with that of citizen control. NGOs have successfully introduced the 'watchdog' notion to a government unused to public scrutiny in a remarkably short period time with great professionalism. Similarly, we have witnessed the growing importance of independent media, primarily the press, in voicing the public interest to curb corruption in the public sphere.

The private sector wants fewer opportunities for bribe-giving and administrative corruption, and will support high tech efforts to improve administrative efficiency accordingly. Developing digital signatures and electronic interaction with ministries and institutions creates better records, and reduces opportunities to engage in bribe-seeking. Many in government understand that the prestige and positive atmosphere for

international business arising from developing the high tech sector outweighs the short-term reductions in opportunities to engage in bribe-taking.

Despite the problems mentioned above, it is important to remember how ahead Bulgaria is with respect to its immediate neighbors in the Balkans. There is political will to tackle corruption, compared with four years previously. Government has made serious, impressive strides in key areas, by instituting privatization oversight, stabilizing the currency, instituting procurement reform, institutionalizing local government, tolerating a free, if still unprofessional media, and professionalizing the judiciary and audit bodies.

#### A.2.1.5 The Rating

Thus, the improved corruption rating of Bulgaria in the period 1999-2000, published by Transparency International, a well-known international NGO, has had visible repercussions in domestic politics. In comparison to the previous two years, Bulgaria has moved ahead to 52nd from among 90 countries (it ranked 67th in 1998, out of 85 countries, and 63rd in 1999, out of 99 countries). This result is due primarily to the legislative efforts made to date and could turn into a stable trend if the authorities manage to transform the anti-corruption measures into a lasting priority of government policy.

#### A.2.2 Recent Anti-Corruption Steps

Significant efforts have been recently made by the Bulgarian authorities to address corruption through improvements to the legislative and institutional framework. Bulgaria has become party to several key multilateral legal instruments containing anti-corruption related provisions and a number of laws related to the fight against corruption have been passed including changes in the Criminal Code and laws pertaining to civil service, customs, tax procedures and auditing regulations. Stability Pact Anti-corruption Initiative (SPAI) shares the European Commission that much remains to be done, however, in terms of actual implementation of laws.

A number of positive anti-corruption measures were taken in 1999 and 2000 according to the EC, especially at legislative level, including:

- A Public Register Law inviting high-ranking government officials to declare property, income and expenses (April 2000)
- Amendments to the Penal Code were adopted by the National Assembly to criminalize attempted as well as actual bribery and the appropriation of revenue funds or target funds for purposes other than the legal ones
- The Civil Service law creates tighter controls on the administration and its staff
- The review of licensing and registration regimes finalized in October 1999 led to abolition or simplification of some regimes
- The new Tax Procedure Code of January 2000 emphasizes measures to detect corruption-generated income
- Implementation of the June 1999 public procurement law has started
- The Bulgarian Customs Administration has taken some steps to combat corruption in its ranks, improving co-operation between the General Customs Directorate and the other competent state bodies, and starting a project to fight custom corruption
- Bulgaria deposited its ratification of the Council of Europe Civil Law Convention on Corruption (June 2000)
- Bulgaria has ratified the Convention on Laundering, Search, Seizure and Confiscation of the Proceeds from Crime and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and has signed (but not ratified) the Council of Europe Criminal Law Convention on Corruption
- Concerning money laundering, a law was adopted in 1998, and in 1999 the Law on Banks was amended setting out the obligations of the National Bank in prevention of money laundering
- In November 1999, a new specialized unit for combating illegal trafficking in women for the purpose of sexual exploitation was created within the Border Police

- Demilitarization of the border police is ongoing and is scheduled to be completed in April 2002
- With the support of public authorities, projects are under way through NGOs such as Coalition 2000 to collect information about corrupt practices, study the attitude of the public towards corruption, and inform the public about legal remedies against corruption

#### A.2.3 Bulgarian Procurement and External Control Agencies

The public sphere as a whole, and public administration in particular, are the main areas where corruption persists. Thus, they form the object of targeted anti-corruption measures as part of the reforms. Within the framework of the administrative reform, legislative measures have been undertaken to regulate the organization and functioning of public administration. Some of the laws passed during the past period are particularly important as mentioned above. For example, we expect the Law on Property Disclosure by Persons Occupying Senior Positions in the State to become an instrument of strong moral influence that could accelerate the emergence of a new style of conduct among the political elite. Nevertheless, the new legislation is not devoid of gaps and deficiencies. This is for instance the case with the Law on Access to Public Information - as the provisions on the protection of personal data and on official secrets have been substantially delayed, the Law could not materially improve the access of the public to information.

The fundamental goal of the administrative reform is to turn transparency and accountability into essential characteristics of all structures of power, especially the administration. Thus, citizens would have a larger and better regulated access to public services, while the risks of abuse of power and discretion by the civil servants would be restricted. After a certain delay, the yearend of 1998 and the whole 1999 saw a large-scale process of adopting pieces of legislation designed to govern the organization of public administration and its functioning. As a follow-up, 2000 had to be the year of completing the legislative framework, putting in place the required instruments of secondary legislation and successfully launching the enforcement of the new rules aimed at curbing corruption. These are intended to better the transparency of administrative work and to narrow down the possibilities for corrupt behavior within the state institutions. However, the process of bringing those administrations in line with the Law (which has to take place within one year of its effective date)

has not been sufficiently open and public. This is also valid for the numerous state agencies and commissions the administrative structure, governed by the same requirements. Working mechanisms to ensure the accountability to or information for the public concerning the operation of different institutions were not created in due course. A Register on administrative structures and on the acts of the administrative bodies recently established (with the Regulation of the Council of Ministers No. 89/2000) and accessible online via the web site of the government could have a positive impact in that respect. The maintenance of the Register would give an overview on which administrative body is responsible for the implementation of concrete engagements and on the process of re-structuring of the administration. In parallel to the general negative effects, the slow pace of the public administration reform and the lack of clarity about it bear directly on the efficient implementation of the Law on Administrative Services for Natural and Legal Persons (passed at the yearend of 1999). This Law stipulates a set of Rules of Organization and Procedure of the respective administrations to regulate the procedures for providing and organizing the administrative services and that the problems not covered by those Rules should be dealt with in "internal regulations approved by the competent administrative secretary". It is vital to ensure the disclosure of any such internal regulations, as this would enhance both the awareness of citizens of their own rights and the fulfillment by civil servants of their duties.

The prevention of the existing discretionary powers and abuses of individual interests requires thorough and limpid rules on the organization and control of administrative services. In addition, procedural guarantees will have to be introduced.

The application of the Law on Public Procurement (in force from July 5th, 1999) has invited criticism in the sense that the indispensable organizational, regulatory (secondary legislation) and administrative prerequisites do not exist yet in order to enforce the principles enshrined in the Law: openness and transparency, free and fair competition, equal participation opportunities for all candidates. One of the negative reactions has actually come from representatives of the private business who believe that the law, as it is, and its incompetent implementation by the contracting authorities do not encourage the business and prompt abuse and corruption instead.

#### A.2.4 Relationship to USAID/Bulgaria Strategy

The overall mission of the USAID/Bulgaria's presence is to assist Bulgaria in its transition to a market-oriented economy and strong democratic society to achieve the broader goal of EU accession. An important and driving force for this outcome is the development of good governance examples and increased public awareness through increased citizens' participation and a public-private partnership approach.

USAID/Bulgaria is in the process of developing a new strategy in the late 2001 calendar year. A DG assessment carried out in April 2001, however, identified anti-corruption as one of the priority areas for USAID intervention. As a priority area it will be carried into the new Mission strategy as a comprehensive anti-corruption program. The anti-corruption program falls under Strategic Objective (S.O.) 2.1 **Increased, Better-Informed Citizens' Participation in Public Policy Decision-Making.**

Supporting anti-corruption initiatives also strengthens the efforts of USAID/Bulgaria's other democracy and economic growth programs. Increased transparency and accountability are important factors in strengthening local government, the legislative branch, and rule of law, the non-governmental sector. In addition economic growth programs are increasingly incorporating anti-corruption components in all of their scopes.

#### A.2.5 US Government Related Activities

One USAID/Bulgaria project is designed to assist the Bureau of Financial Intelligence (BFI) as the primary client and other critical Bulgarian entities in developing their system of money laundering measures. The project will focus on improving the money laundering legislation, strengthening the administrative and IT capacity of BFI and enhancing the capabilities of the other institutions (partner law enforcement authorities, critical reporting entities and their supervising authorities) in implementing the money laundering measures. The assistance will respectively include: assessment of the anti-money laundering legislation aimed at preparing draft amendments for improving it; advising on the necessary components of additional IT equipment for the BFI; advice and training for developing the intelligence gathering techniques and analytical methodologies to be used by the BFI; introducing modern analytical tools, advice in carrying out inspections on the spot at the reporting institutions; developing the human resources management strategy for the BFI; improving the cooperation with law enforcement authorities and reporting institutions; providing joint training for BFI officials, prosecutors and police in investigating and

prosecuting money laundering offences, which will be aimed at convicting the money launderers as a final result.

The Law on Measures against Money Laundering is to be amended and supplemented. This is necessary in order to bring the Bulgarian law fully into line with the Directive of the Council of the European Community on prevention of the use of the financial system for money laundering. The amendments should empower the control mechanism used to check compliance with the Law, extend the powers of the Bureau for Financial Intelligence, and regulate its relations with the tax and other State authorities.

Another important USAID supported activity is the ABA/CEELI program providing technical legal expertise and assistance, working closely with local partners on specific, jointly-developed legal reform projects. Many of Bulgaria's communist-era laws (and early versions of those laws) must be revised to assure the transition to stable democracy and a free-market economy. In addition, harmonization with EU legislation and adjusting laws to European Standards are another set of requirements that Bulgaria has to develop in order to meet criteria for EU accession. ABA/CEELI is providing valuable support in assessing and modernizing these laws, suggesting examples of efficient implementation and assisting the GOB in creating a modern legal framework. The Procurement Law is of specific mention here in addition to the work with the National Audit Office on the public registry.

ABA/CEELI has over the years consistently focused on the areas of banking, bankruptcy, intellectual property, concessions, procurement, and small and medium size enterprise law. ABA/CEELI's technical assistance has touched upon all aspects of the reform process, from helping develop a concept for reforms in a particular area, to supporting the process of drafting legislation or amendments (through on-ground legal specialists and policy workshops), to assisting with implementation (by training practitioners and developing practice tools such as publications). Virtually all of ABA/CEELI's technical assistance activities include an anticorruption component. For some areas such as procurement and concessions, the emphasis on corruption related issues is significant and the connection clear. Other areas may not be viewed as traditional components of an anticorruption campaign, yet will nevertheless result in reforms that decrease opportunities for corruption. ABA/CEELI will continue to provide assistance with civil aspects of anti-corruption such as ethics and procurement.

Since 1998 USAID has been providing technical assistance through a resident advisor from the US treasury, supplemented by intermittent advisors, to the Ministry of Finance and the Bulgarian National Bank in government debt issuance and management. The focus of the assistance has been the improvement of the framework of Bulgaria's domestic government securities operations and external debt capacity, as well as efficient management of its sovereign assets and liabilities. With the support of the US advisors, a Sovereign Debt Law has been drafted that will establish a structure for the sovereign issuance of debt and guarantees.

The Department of Justice's (DOJ) Office of Overseas Prosecutor Development Assistance and Training (OPDAT), has prosecutors placed throughout Eastern Europe and in the Newly Independent States to provide criminal law technical assistance and skill development to prosecutors, judges and to the police. One of the primary purposes of the DOJ program is to provide technical assistance and training on concepts that have a universal application for the effective investigation and prosecution of criminal activity. This technical assistance includes expertise from both the resident legal advisor as well as from experts from the U.S. and other countries. This technical assistance includes legislative drafting, review and recommendations for different Ministries and for members of Parliament. The DOJ program in Bulgaria focuses much of its work on increasing the understanding of tools and techniques that can assist in the fight against corruption and organized crime. One area of organized crime that the DOJ program is heavily involved in is human trafficking. The DOJ has supported two seminars on human trafficking increasing the level of awareness about the issue. DOJ also has been instrumental in the establishment of a human trafficking task force within NSBOP that is gaining assistance from a representative from the FBI and with the establishment of a formal human trafficking legislative working group out of the Ministry of Justice. The DOJ program was involved in the recent Extradition Treaty negotiations between the GOB and the U.S. and will be following -up with the GOB on the agreements made during those official consultations.

#### A.2.6 Activities of Other Donors

Donor activities have been limited where the Procurement and National Audit Offices are concerned up until recently. However, it appears that more donors are now interested in being involved with different aspects of these respective sectors. The most



significant donors are likely to be the EU Delegation to Bulgaria and SIGMA. The EU PHARE project involves the British National Audit Chamber. However, the project has not been launched and is pending passing the proposed amendments to the Law on the NAO. It is somewhat unlikely that the new Parliament will focus on that Law in the very beginning of its term. Therefore, the project is likely to begin late in the 2001 calendar year if not later. The World Bank has expressed interest, but currently has no specific program that addresses these areas. The World Bank has also carried out an assessment of the procurement system in Bulgaria.

Donor participation in the procurement and audit and financial control areas is a fluid area, especially having in mind the different activities of donors. Other donors might express interest and come in to fund other activities in these areas. Monitoring and coordinating with all potential and currently active donors is seen as a most essential part of this program for several reasons: 1. To avoid duplication of effort; 2. To leverage assistance supported or provided by other donors; and 3. To enhance progress toward results, especially long-term solutions. **USAID expects to be substantially involved in these efforts and may take the lead role in donor coordination.**

### A.3 SCOPE OF WORK

The program has two main objectives: 1. To assist the Government of Bulgaria in strengthening its procurement system and National Audit Office functions by providing technical assistance, training and other support in order to promote good governance and transparency of public sector functions and eliminate the preconditions of corruption; and 2. To foster civil society participation, promote anti-corruption practices and raise public awareness through a public-private partnership in order to create a strong non-governmental mechanism to fight corruption where it has occurred. USAID/Bulgaria will be developing a new strategy in the fall of 2001. The new results framework will include a new focus on improved governance while following up on existing SO structures.

## **SOW PART B - WORK REQUIREMENTS**

### B.1 OBJECTIVES/RESULTS

The first goal of this activity is to achieve increased transparency and reduce preconditions for corruption in public administration by providing technical assistance and support to the GOB anti-corruption efforts, particularly those of the

Procurement Office of the Council of Ministers and the National Audit Office of the Republic of Bulgaria.

The second goal is to foster civil society participation in promoting transparency, accountability and awareness of corruption through work with Coalition 2000.

The two goals shall bear equal importance. At the end of the three years, activities undertaken shall result in enhanced capacity to increase transparency and accountability of target Bulgarian government institutions and increased public awareness and watch-dog/pressure mechanisms implemented by civil society.

This Activity will be the principal USAID-funded intervention in the area of anti-corruption. The Contractor shall be responsible for assuring the achievement of specific results as set forth herein.

## B.2 TECHNICAL REQUIREMENTS

### B.2.1 National Audit Office

Reducing corruption requires not only the relevant institution-building and legislative measures but also creating the social preconditions for establishing the rule of law. In this context it is of decisive importance to foster a democratic political and economic culture based on trust and respect of government institutions, transparency and openness of the activities of the administration, and an orientation towards stability and predictability of the economic and social environment.

The National Audit Office of the Republic of Bulgaria has requested technical assistance to support different activities in their strategic plan of promoting transparency and adopting anti-corruption measures on a national level.

A relatively new organization, the Bulgarian National Audit Office (Smetna Palata) is based on Article 91 of the 1991 Constitution. It was effectively established by the National Assembly in 1995 and began operating in 1996. The National Audit Office has a court-type structure with collegial decision-making procedures but with no judicial powers. In addition to auditing, the National Audit Office has some duties of a non-audit nature, such as providing advice on the annual draft budget.

The National Audit Office staff consists of 450 occupied positions (the target is 500). The central office includes 232 people, 159 of whom are auditors. The nine regional offices employ 218 people, including 185 auditors. The National Audit Office leadership consists of the President and ten members.

In January 1999, the National Audit Office adopted a Strategic Development Plan. One of the main targets of the Strategic Development Plan is to initiate and support the legal audit framework and to clarify the division of mandate and functions between different control and audit entities in Bulgaria. The Strategic Development Plan also aims at developing the institution's policy and procedures and at enhancing the competence and professional commitment of the staff. The National Audit Office in implementing its Strategic Development Plan should focus on management audit and audit for prevention of fraud and corruption.

In carrying out the tasks below, the contractor shall work closely with key NAO members to assure that the technical assistance, training and anti-corruption strategies are developed in accordance with the GOB overall anti-corruption strategies.

## **TASKS**

Working directly with the National Audit Office (NAO) specific areas the Contractor shall address include:

### **B.2.1.1 Establishing and promoting anti-corruption practices**

Strengthening internal controls within central government structures shall require the contractor to undertake:

- an evaluation of current frameworks to assure their compliance with internationally accepted models incl. EC Directives;
- an evaluation of the current status of internal control within the central Ministries and agencies and identification of weaknesses and areas for improvement that are common across Ministries. This evaluation will not be at the same level of detail as subsequent evaluations of individual Ministries and departments but should provide sufficient detail so as to allow the development and refinement of planned training and technical assistance;
- recommendations and strategies for addressing identified weaknesses;

the establishment of basic standards and methodologies for evaluating and implementing internal controls;

- the establishment of performance audit standards (i.e. U.S. General Accounting Office Standards) for conducting and reporting results of audits including identification of internal control weaknesses.

#### **B.2.1.2 Improved Management Systems**

The objective of this element of the program is to turn the current internal control units into professional internal audit units capable of working with management to improve internal controls and carry the functions of a modern internal audit unit. The contractor shall provide technical assistance in the development of provisions necessary for a uniform system of staffing and evaluating the work performed by the internal audit unit. In developing the staffing qualifications, the contractor shall take into consideration both financial and non-financial control and audit requirements. The contractor shall develop such criteria working closely with the key stakeholders in the NAO. Much of the effort in subsequent activities shall be to bring the internal audit units to the standards agreed to by the NAO.

#### **B.2.1.3 Audit of Internal Controls**

It is imperative to the success of the project that the NAO have the ability to review and evaluate agencies' internal audit units so as to be able to rely upon their work in connection to the overall work of the NAO. The contractor shall provide technical assistance to the NAO in setting up a professional unit or team to perform this function, training in the evaluation of internal controls and the development of audit steps and programs to evaluate internal controls in the various Ministries that can be carried out by NAO auditors.

#### **B.2.1.4 Training**

Contractor shall begin by working with the NAO to assess their audit and fraud detection capacity and procedures. Based upon this assessment, the Contractor shall assist the audit training unit to improve its training techniques and to train trainers.

The contractor shall leverage the human resources available by identifying and training current government staff that can serve as trainers and resource persons within the NAO. The contractor shall prepare a plan for developing a permanent

training capacity within the NAO in the area of internal controls and audit.

#### **B.2.1.5 Electronic Public Registry**

Contractor shall provide training and technical assistance in establishing an electronic public registry under the Law on Incomes and Property of Higher Ranking Governmental Officials. Contractor shall assess the efficiency of the existing Registry and propose approaches to develop an online/electronic format of the Registry as agreed upon with the NAO.

#### **B.2.1.6 IT improvements**

Contractor shall work closely with the NAO to assess current software and hardware needs in order to integrate the NAO information system with the existing national information system for financial management of the budget sector. The technical assistance shall take into consideration existing donor programs in IT development. It shall include the elements necessary to implement the internal control rules and may include assistance with hardware, software development, training and technical assistance in relevant areas, etc.

#### **B.2.1.7 Pilot Units (Developing IGs)**

The Contractor shall identify two or more Pilot Units - Ministries or agencies on the central level and develop internal control rules according to the requirements established by the NAO.

To achieve the maximum results the contractor shall establish a priority list for identifying individual Ministries and departments within them as Pilot Units. Typical criteria for the initial Pilot Unit Ministries/agencies include:

- management commitment to improving internal controls;
- active participation of heads of the internal control units;
- appointment of the heads of internal control by top management, as opposed to the old system of them being appointed by the head of the department to which they reported;
- level of corruption within the Ministry and the ability of internal controls to reduce the instances.

The Contractor shall develop:

1. an extensive training program for public sector managers in understanding management's responsibility for internal control in the Pilot Units;
2. a training program for internal audit unit staff in understanding internal controls and their application;
3. an evaluation of current internal controls in individual Ministries and departments;
4. action plans for each department to improve internal controls; and
5. technical assistance approaches to help implement recommended actions.

The current internal control units shall be converted into professional internal audit units capable of providing internal audit services within public entities. Internal audit programs and report requirements must be developed in general for the basic functions of government and specific audit steps identified depending on the Ministry or sector involved. The contractor shall provide technical assistance and help the units adopt modern internal audit techniques. Extensive training shall be required in basic financial systems and compliance auditing, fraud auditing and operational auditing. Training in analytical techniques such as cost-benefit analysis and understanding and developing ratio analysis might also be useful.

#### **B.2.1.8 General**

The Contractor shall:

- provide examples of best practices, global lessons learned, and targeted short-term technical assistance as needed;
- utilize study tours and/or international conferences to introduce GOB officials and civil society partners to successful practices in other countries and will provide short-term expert consultants to advise on implementation.

#### **B.2.2 Procurement Office of the Council of Ministers**

In June 1999, a new Public Procurement Law came into effect. The law covers all public sector entities, central, regional and local authorities, funded by the state or local budget, including public utilities. Procurements are carried out on a decentralized basis by contracting entities.

Open Procedure is the preferred method of procurement. Two other methods, Restricted Procedure and Direct Negotiation, are

to be used only in exceptional cases or in other defined situations. The Council of Ministers has issued an Ordinance on procurement transactions below the thresholds established in the Law (published in the State Gazette, #36/02.05.2000). It is reported that an estimated 40 per cent of procurement transactions fall below current thresholds under the Law. The State Gazette includes, as a supplement, a Public Procurement Bulletin. The time limit for submission of tenders is 40 days for open procedures and can be shortened to 30 days in the case of a contract notice that has been published at the beginning of the year in the State Gazette as one of the contracts planned for the year ahead. The time limit for a closed procedure is 15 days in the pre-qualification phase and 20 days for tender submission in the second phase. For each contract to be awarded, a contracting entity must establish a Procurement Committee with a minimum of three members, of which one must be a lawyer. No professional staff from the contracting entity involved in planning and preparation of the procurement activity is allowed to be a member. A tender procedure may be cancelled if less than three qualified tenderers make a bid. Prior to the announcement of the contract award, the contracting entity announces a list of the three top ranked tenderers.

The law also requires the government to maintain a Public Procurement Register which must include, amongst other information: (i) a list of external experts who can be consulted by the contracting entities, (ii) information on good suppliers practices, and (iii) data on invitations to tender and contract awards. The list of external experts is to be prepared and updated with the support of professional associations and organizations in specific fields (e.g. public construction, gas, energy, water, etc.). Often the Register does not meet all of the requirements set out in the law and is set up on an informal basis.

The June 1999 law is perceived as generally well structured, user-friendly, and from a broad perspective, complies with general international standards in respect of its strong emphasis on open tendering, clear advertising rules and only a few preferential clauses. The issues that require USAID intervention are related to implementation. Some issues have been found and they are elaborated in the Remarks section.

A Public Procurement Directorate has been created within the Council of Ministers. Because the duties of the Directorate are only briefly stated in the current law, a special regulation is needed to determine the Directorate's mandate and the precise

details of its responsibilities. In a limited manner due to understaffing, a total staff of 10, the Directorate provides services normally associated with a public procurement office such as the provision of legal advice, monitoring of public procurement and drafting of amendments and regulations. Many comment that placing the Directorate within the Council of Ministers is "unusual", rather than being its own independent agency. In order to ensure effective implementation of the new public procurement regime, the administrative capacity of the Directorate responsible for public procurement needs to be strengthened. Additionally, substantial work is required in order to ensure that the legislative framework is fully and properly applied by all the public authorities/utilities throughout the country whose procurements are within the scope of coverage of the law.

Regarding actual implementation of the 1999 legislation, the Procurement Office has achieved impressive, but limited results since its creation. The Procurement Office has introduced a partially inclusive online registry that has brought about efficiency and transparency in public procurement. The Procurement Office is now working on improving the online system to streamline procedures and to provide public services. Government officials are generally well educated and trained, but lack experience in implementing anti-corruption activities and knowledge of useful innovations from other countries.

The following are comments and recommendations by other donors and stakeholders with regards the functioning and legislative framework of the Procurement Office:

It has been proposed to modify the law so as to meet a number of essential targets:

- better transparency of the procedure of awarding public contracts and controlling their performance;
- faster and more efficient appeal procedures;
- refined relations among the NAO, the State Financial Control and the Public Procurement Directorate at the Council of Ministers;
- accelerating the setting up of the Public Procurement Register; the information obtained from that register must be fit to be used as evidence in court (an Ordinance on Keeping the Public Procurement Register was issued);
- fixed minimum level of deposits for participation in tenders;



- gradual transition to online procurement, to take account of the new information and communication technologies and of the pending proposals for two EC Directives (of May, 2000) on electronic public procurement (the expectations are that the share of on-line procurements should reach 20 per cent by the year 2003).

#### **TASKS:**

##### **B.2.2.1 Assessing and improving the existing legislative framework**

Within the first six months, the Contract shall conduct a full review of primary and secondary legislation and an assessment of all of the legislative and administrative changes required to achieve the full impact of the activity. The Contractor's Chief of Party (COP) shall then work with appropriate counterparts at the policy level to effect the legislative and regulatory reforms identified in the initial assessment. The Contractor shall also provide technical assistance in legislative drafting required to achieve the intended results of this activity. However, the Contractor shall ensure that primary responsibility for the drafting process remains with the Bulgarian counterparts.

##### **B.2.2.2 Software development**

The Contractor shall prepare a methodology to identify, evaluate, and test the software that has already been, or is being developed in the Procurement Office to determine its usefulness. Depending on the results, the Contractor's methodology shall also incorporate further software development efforts as necessary and not covered by other donor programs or identify software systems in other countries that could possibly be modified for use in Bulgaria. The Contractor shall complete a needs assessment of hardware in the Procurement Office to determine what hardware might be needed.

##### **B.2.2.3 Improved online procurement system**

Information is key to a well-designed procurement system. Tender opportunities must be widely and internationally publicized. Information should be disseminated to all interested parties to ensure public scrutiny and open access to rules and regulations. To simplify and speed up the publication process, and to help promote open competition, many countries and multinational organizations are developing electronic on-line publication systems. These are usually computerized databases or bulletin boards that include, among other things,

tender notices that can be downloaded by interested parties. Some countries and suppliers have developed on-line catalogues with pricing information and contractual conditions for a broadening range of goods and services. Suppliers can thus expand their service to public sector clients by pre-pricing products at discounted rates. When the Government passes enabling legislation, the Contractor shall assist in developing an improved electronic registry.

#### **B.2.2.4 Training**

The Contractor shall provide assistance in training Procurement Office and Ministries' staff in their functional areas and procedures established in the Law. The Contractor shall prepare a training plan for Procurement Office and the Ministries for on-site procurement related training to the staff. Bulgaria has barely begun to develop strategies to train large numbers of public servants, but must nonetheless immediately train many procurement officers. Rather than training officers for specific tasks, the initial focus may need to be on providing information on the broad structures of the new procurement system. This training should target both government purchasing as well as suppliers. Useful documentation and support material on training is available on the Internet. Specialized training for procurement officials, including training culminating in certification, can strengthen the "professionalism" of the procurement system and reduce the potential for corruption.

#### **B.2.2.5 Public access to written records**

Ministries in most countries maintain publicly accessible written records of the procurement process. Public access to records helps maintain transparency, allows for official scrutiny via an audit process, and serves as the official record in cases of judicial or administrative challenge. The Contractor shall identify opportunities for such public access to records and provide necessary assistance in promoting such practices.

#### **B.2.2.6 Specific procurement regulations**

Internal, or management, control systems should be developed in each organization responsible for procurement in order to clarify the responsibilities at each level of management and ensure that decisions comply with the law and regulations. These control systems shall be externally audited by the National Audit Office. The Contractor shall work with the Pilot

Units under the National Audit Office component to specifically include relevant procurement rules in the framework of the Internal control rules.

#### **B.2.2.7 General:**

The Contractor shall:

- provide examples of best practices, global lessons learned, and targeted short-term technical assistance as needed;
- utilize study tours and/or international conferences to introduce GOB officials and civil society partners to successful practices in other countries and shall provide short-term expert consultants to advise on implementation.

#### **B.2.3 Civil society and public-private partnership**

Non-governmental organizations have made specific contribution to establishing a public-private partnership to combat this phenomenon. The role of Coalition 2000 is emblematic here, as this is a lasting formula enabling the cooperation among representatives of civil society, public institutions and a community of experts, and journalists. The *Coalition 2000* process aims to bring civil society organizations, businesses and NGOs into a partnership with government institutions in implementing an effective anti-corruption strategy. *Coalition 2000* is an initiative of a number of Bulgarian non-governmental organizations aimed at combating corruption through a process of cooperation with governmental institutions, media and the private sector.

It should be noted that despite its role as initiator and avantgarde in counteracting corruption, the NGO community itself is not immune to this phenomenon. In the past year some non-governmental organizations came under corruption criticism. Other related phenomena, such as money-laundering, the symbiosis between the state and NGOs, the lack of transparency about donations, etc., also became subject to critical analysis. In turn, the public allegations against some NGOs brought up the critical issue of the insufficient differentiation between government and the party structures, between state institutions and NGOs.

Another set of problems concerns the lack of modern legislation introducing standards of transparency in such presumably legitimate areas as partnership relations, lobbying, donations, and other activities, which in fact often verge on corrupt

practices. The anti-corruption effect of the newly adopted Law on Not-for-Profit Legal Persons, entered into force on January 1, 2001 is yet to be assessed. The very debate on corruption within the NGO community makes it possible to focus the efforts to achieve transparency within non-governmental organizations.

Business associations and other professional organizations have been playing an increasingly active role through self-regulation and the introduction of codes of ethics, as well as by clearly stating the vested interest of business in the reduction of the bureaucratic obstacles and in transparent interaction with state institutions. Civil organizations committed to anti-corruption initiatives have made clear evolution towards greater professionalism evidenced in the establishment of local ombudsman institutions (civic mediators), civic observers, as well as other forms of civic mediation (for instance in Shumen, Smolyan, Varna, Sofia, Koprivshtitsa, and other towns).

In the course of the year 2000 Coalition 2000, together with independent media and representatives of other social spheres, have reinforced their leading role in a number of anti-corruption areas: anti-corruption education was initiated for the first time. The Anti-Corruption handbook published by Coalition 2000, intended for the secondary and higher-education system, and the specialized studies on various aspects of corruption, have had an awareness- raising effect on civil society.

Some of the specific achievements of Coalition 2000 are:

- Civic monitoring of corruption and above all, the quarterly Corruption Indexes of Coalition 2000, have become an important and frequently consulted source of information about the actual levels and spread of corruption, as well as an indicator of the progress made in the efforts to curb it.
- A lasting tendency for anti-corruption activity to spread from the center to the periphery through the involvement of non-governmental organizations in a number of towns and municipalities has been recorded. The rudiments of a national anti-corruption system have appeared replicating the Coalition 2000 model on a local level by encouraging cooperation between local authorities and civic structures.
- NGOs have been more active in the debate and provided expertise in the process of draft-law development in areas of relevance to the prevention of corruption. One such example was the draft law on the parliamentary ombudsman and the local civic mediators prepared by the Coalition 2000. A working

group under the auspices of Coalition 2000 developed a draft law on the Public Defender, which has been submitted to Parliament.

- A regional anti-corruption partnership was launched between non-governmental organizations and institutions from the neighboring Balkan countries. Building on the experience of Coalition 2000, regional anti-corruption monitoring was conducted for the first time, comprising Albania, Bulgaria, and Macedonia and presented to the international community and national public.

The Contractor shall take into account the predominant capability of Coalition 2000 and provide grant assistance to Coalition 2000 to continue to raise public awareness, to exercise its watch-dog role and promote local and national anti-corruption strategies.

#### **TASKS:**

The Contractor shall work with Coalition 2000 to cover the following areas:

##### **B.2.3.1 Policy component, advocacy building and public awareness:**

1. Organize public policy level forums with the publication of an annual Corruption Assessment Report, including specific action recommendations.
2. Organize campaigns to raise public awareness about the economic and social harms of corruption;
3. Develop measures aimed at encouraging public officials, victims of corruption, business and members of the public to co-operate with the authorities in preventing corrupt practices; and
4. Implement education programs aimed at fostering an anti-corruption culture in society;

##### **B.2.3.2 Business Coalitions**

A new focus of the public-private coalition building shall be the focus on a more vigorous outreach to the private sector, capitalizing on common issues raised previously. Success against corruption will need the galvanizing support from the larger 'bribe-giving' community, not simply the 'bribe-takers.'

With a renewed focus on corporate governance and shareholder rights might be appropriate.

#### **B.2.3.3 Corruption Monitoring/Corruption Indexes**

Play a monitoring role and carry out regular corruption monitoring surveys on a quarterly basis. Introduce a business sector and a gray sector corruption indexes. Introduce an index/measurement showing and monitoring hard data on corruption cases - number of cases initiated, prosecuted, indicted, etc.

#### **B.2.3.4 Partnership with Customs and Illegal trafficking**

The symbiosis between corruption and smuggling has a devastating effect with persistent social implications. The gray sector is estimated to comprise 35% of economy. The partnership established between Coalition 2000 and Customs shall be promoted and encouraged to continue to provide an example of a watch-dog impact on the efficiency of the work of government institutions.

#### **B.2.3.5 Small grants to NGOs - Local Anti-corruption Network**

The module shall, at a minimum, focus on issues of transparency and accountability at the local level, with concrete examples of citizen participation and streamlining administrative reforms. Develop appropriate regional and local anti-corruption actions with public officials, private sector and civil society representatives to share information and experience. This component shall be developed in cooperation with the USAID-supported Local Government Program (LGI) and other USAID/Bulgaria programs which work with and through NGOs.

#### **B.2.3.6 Media**

Strengthen media oversight through freedom of information laws, improve ethical and professional standards of journalists and promote training in investigative journalism and provide access to public information in cooperation with the USAID-supported ProMedia program.

#### **B.2.3.7 Pursuit of Corruption Allegations**

Contractor shall devise and implement a small grants program for NGOs to conduct civil investigations of corruption allegations. The goal is to complete the chain of a corruption allegation from its publication in a newspaper or signal for such activity through any other mean to its full civil investigation and

submitting the necessary information to the legal authorities when possible.

#### **B.2.3.8 General: Flexibility and Responsiveness**

Contractor shall remain flexible to respond to USAID and GOB requests for technical assistance in other related priority areas. These may include administrative and policy reforms, public service codes of conduct, e-government, performance monitoring or completely new areas as they may arise given a new political environment.

#### **B.3 TANGIBLE RESULTS AND BENCHMARKS**

The Contractor shall understand and agree that achievement of the high-level Tangible Results is of critical importance. USAID shall judge the Contractor's success upon the achievement of the tangible results enumerated below. In the event one or more of the Tangible Results is not achieved, or should the Contractor at any time realize that they are not achievable, then the Contractor shall immediately advise USAID/CTO and Contracting Officer in writing, and shall provide a complete explanation of the circumstances relating thereto. The Contractor shall develop respective benchmarks as part of its first work plan.

##### **HIGHER LEVEL TANGIBLE RESULTS:**

1. Establish functioning IG-like units within 2 or more selected government agencies;
2. Increased capacity of the NAO to develop and implement anti-corruption measures and internal control requirements;
3. Regularize internal control audits of government entities;
4. Strengthened and improved procurement framework;
5. Increased citizen access to financial information of public officials;
6. Increased public access to procurement documents;
7. Increased publicity on public procurement actions;
8. Increased citizen pressure for anti-corruption reforms;
9. Improved public-private partnerships (i.e., government-business-citizens); and
10. Wider pursuit of corruption allegations.

#### **B.4 DELIVERABLES**

**B.4.1 Initial Implementation Plan:** an initial implementation plan (covering the first year of the contract period) shall be

submitted to the USAID/Bulgaria CTO for review and approval within 45 days of arrival of the Chief of Party.

**B.4.2 Annual Work Plans:** Work plans for subsequent years are due 60 days prior to the end of each project year. These work plans shall include, at a minimum, the kinds, amounts and timing (to the extent known) of short-term assistance to be provided during each year. Detailed deliverables shall be laid out in the annual work plans. They shall include deliverables such as written needs assessments, training modules, and associated materials, etc.

**B.4.3 Quarterly Progress Reports:** These reports shall summarize all activities, including discussion of any potential constraints that might prevent the Contractor from meeting any targets and benchmarks. The reports shall coincide with the three month quarters corresponding to the USG Fiscal Year. Each quarterly report shall be due 30 days after the end of the quarter then ended.

**B.4.4 Annual Progress Reports:** (which shall include the fourth quarterly report): This report will summarize all activities during the year and will include annual performance indicator data. The report shall coincide with the USG Fiscal Year. Annual reports are due 30 days after the end of the fiscal year.

**B.4.5 Final Report:** containing (a) a summary of all activities conducted during the life of the contract and comprehensive discussion of how all results were achieved and (b) a financial report detailing how funds were expended by line item. The report should include recommendations to the Bulgarians for how to continue specified activities without USAID assistance. This final report is due **90** days following the end date of the contract.

**B.4.6 Data Collection and Training material:** all data, documents and materials submitted to partners, other donors and/or other assistance providers must be approved by the USAID/CTO before they are distributed. The Contractor shall also provide USAID with all analyses, evaluations of training activities, instructional materials, procedural and operational manuals, etc.

**B.4.7 Oral briefings:** as requested by the USAID/CTO. The Contractor shall plan to provide oral briefings at least monthly to the USAID CTO or other individuals as USAID may direct.



#### **B.4.8 Performance Evaluation and Monitoring**

The Contractor shall prepare a comprehensive monitoring and evaluation plan, which measures impact and client satisfaction over time as an integral and critical part of this activity. The monitoring and evaluation plan shall, at a minimum, include indicators, targets, data sources and collection methods, baseline information, benchmarks and periodic evaluations. Baseline information shall be collected within the first 60 days of the award and shall continue to be collected for the period conforming to the USG Fiscal Year and reviewed annually.

The plan shall also include mechanisms through which findings can be incorporated, on a continual basis, to the implementation process. All data collected must be desegregated by gender, as indicated in Gender Considerations below.

#### **B.4.9 Role of Partners**

Under the Anti-corruption Activity, the Contractor shall develop a plan to consult with, plan and discuss program efforts with appropriate partners, which may include, but are not limited to the National Audit Office, the Procurement Office, Coalition 2000. The Contractor shall engage the partners to ensure their collaboration in the implementation of activities.

USAID/Bulgaria believes that partners are in the lead of their reform movement, it is not being pushed by donors. Therefore, USAID's anti-corruption activities should support and advance the Bulgarian efforts and should develop local capacity to continue public administration and anti-corruption efforts.

Other donors and implementors will also be an essential part of the sustainability of this effort. USAID/Bulgaria shall be substantially involved with the Contractor in engaging other donors and implementors to advance collaboration and avoid duplication. Close coordination with the EU Delegation and the World Bank, among others, shall be required.

### **SOW PART C – SUPPORTING INFORMATION**

#### **C.1 PLACE OF PERFORMANCE**

BULGARIA. Geographic location of the program within Bulgaria will depend on a variety of factors including decisions of local partners and the needs of the program.

#### **C.2 PERIOD OF PERFORMANCE**

The performance period shall be three years from Contract award, with an option to extend for up to two years.

### C.3 SPECIAL CONSIDERATIONS

#### C.3.1 Personnel Requirements and Commodities Support

The Contractor shall be committed to providing a long-term technical assistance team (approximately three including the COP) which shall be complemented by an appropriate mix and amount of short-term technical assistance that the Contractor considers necessary to carry out the above described activities. Long-term technical advisors should possess relevant experience of approximately 5-10 years in the respective field and must be committed to remaining in Bulgaria and under this contract for the duration.

The Contractor shall describe the local staff positions needed to support the long- and short-term advisors while they are in Bulgaria. Such local administrative and clerical support staff shall be identified by function, cost and duration of time during the contract. The hiring practice that will be employed and the provisions to be taken to comply with Bulgarian Labor Code requirements shall be submitted to the USAID/CTO. Salary and benefits packages offered locally hired employees shall reflect local market conditions.

#### C.3.2 Gender Considerations

In accordance with USAID's recognition that gender issues are important considerations in development, the Contractor shall look for gender implications or opportunities in this program. The Contractor shall make every effort to evaluate gender considerations and opportunities for participation in the program, as well as to define gender-based barriers to achieving the tasks outlined in this SOW. If such barriers are outlined, the Contractor shall design an approach to eliminate such barriers during the course of the program. The Contractor shall be required to report gender disaggregated data.

[END OF SECTION C]

### SECTION D - PACKAGING AND MARKING

D.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

AID ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES

NUMBER	TITLE	DATE
752.7009	MARKING	JAN 1993

[END OF SECTION D]

## SECTION E - INSPECTION AND ACCEPTANCE

## E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR 1984

## E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at Albania or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The COTR listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

[END OF SECTION E]

## SECTION F - DELIVERIES OR PERFORMANCE

## F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989
	Alternate I (APR 1984)	

## F.2 DELIVERY SCHEDULE

The deliverables under this contract are considered to be achievement of the activities and results included in Section C, and submittal of reports as described herein and in Section C.

## F.3 PERIOD OF PERFORMANCE

The period of performance is from the effective date of the contract through three years thereafter, with an option to extend for a period of two years thereafter.

## F.4 REPORTS

In addition to the requirements set forth for submission of reports in Sections I (Contract Clauses) and J (Attachments), and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit five (5) copies of the following reports to USAID. Reports shall be in English. Four (4) copies of each report shall be sent to the CTO specified in Section G and one (1) copy of each shall be sent to the Contracting Officer listed in Section G.

a. Quarterly Progress Reports (in conjunction with Section C, SOW Part B.4.3)

The Contractor shall submit Quarterly Progress Reports to the CTO and Contracting Officer not later than 30 days following the end of the reporting period. The reports shall, as a minimum requirement, include the following:

(1) An executive summary of current activities. The summary shall include the status of: preliminary project assessments, cash flow, variation orders, important decisions, approvals issued, major meetings, and other significant activities pertinent to the program. The reports shall

summarize the Contractor's activities and give highlights of the major elements of the project. Coverage should be focused on accomplishments, costs, schedules, and major problems.

(2) Presentation of problem areas, current or foreseen, together with recommendations for resolving these problems and attendant schedules for their resolution. Problems requiring USAID intervention should be highlighted.

(3) Anticipated activities for the following month.

(4) Presentation of progress accomplished versus progress scheduled in curve or chart form. In addition, summary Contractor and subcontractor schedule updates are to be included. When appropriate, a discussion is to be included for any significant potential or actual slippage in schedule and the steps being taken to avoid or make recovery.

(5) The reports shall be supported, as required, by statistical tables, charts, financial information, or other information that will contribute to a concise, yet comprehensive report. Assessment of progress made on each of the activities, tasks, results and benchmarks.

(6) A status report on the Contractor's staff including local hire staff. This report shall include arrival and departure dates of U.S. personnel and third party nationals; employment and termination dates of local staff; and a man-month summary indicating to-date, projected, and contract man-months per major task for U.S., third country nationals, and local staff. The section of the report dealing with Contractor staff shall include a comparison of the initial Contractor breakdown of tasks on a person month basis (scheduled) with the actual accruals.

c. Quarterly Financial Summaries

The Contractor shall submit quarterly financial summaries for their contract and each subcontract/subgrants showing cost to-date, budget estimate, advances, contractual obligation, variation orders, anticipated variation orders and estimated cost to complete. The Quarterly Financial Summaries shall be submitted to the CTO and Contracting Officer not later than the tenth working day following the end of the reporting period.

d. Technical/Other Reports

The Contractor shall prepare all other reports as required in Section C.

#### F.6 KEY PERSONNEL

The key personnel identified below are considered essential to the work being performed. Unless otherwise agreed to in writing by the Contracting Officer, the Contractor shall be responsible for providing such personnel for performance hereunder. Failure to provide key personnel designated below may be considered nonperformance by the Contractor unless such failure is beyond the control, and through no fault or negligence of the Contractor. The Contractor shall immediately notify the Contracting Officer and the CTO of any Key Personnel's departure and the reasons therefor. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer whether provided in advance or by ratification.

Chief of Party plus at long-term technical assistance team.  
[END OF SECTION F]

#### SECTION G - CONTRACT ADMINISTRATION DATA

##### G.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES  
AND AID ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES

NUMBER	TITLE	DATE
752.7003	DOCUMENTATION FOR PAYMENT	NOV 1998

##### G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

USAID/RSC/RCO Budapest  
Department of State (USAID)  
5270 Budapest Place  
Washington, DC 20521-5270

##### G.3 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer is the USAID/Bulgaria Democracy Officer.

##### G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

a. Technical Directions is defined to include:

(1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;

(3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered.

Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

b. The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

(1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE, if applicable. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

c. The CTO is required to meet quarterly with the Contractor and the Contracting Officer concerning performance of items delivered under this



contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

d. In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.

e. Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

f. Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

#### G.5 752.242-70 PERIODIC PROGRESS REPORTS (JUL 1998)

a. The contractor shall prepare and submit progress reports as specified in the Schedule of this contract. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.

b. During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US \$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the Contracting Officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

#### G.6 PAYING OFFICE

The paying office for this contract is:

USAID/RSC/RFMO Budapest  
Department of State (USAID)  
5270 Budapest Place

Washington, DC 20521-9520

G.7 ACCOUNTING AND APPROPRIATION DATA

To be determined.

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS AND AIDAR 752.7027 PERSONNEL

In accordance with the above clauses, the Contracting Officer hereby provides prior written approval for international travel, provided that concurrence with the assignment of individuals outside the United States is obtained by the Contractor, in writing, from the COTR prior to their assignment abroad, which must be within the terms of this contract, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount (see Section B). The Contractor shall retain for audit purposes a copy of each travel concurrence.

H.2 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is United States of America (000) and Bulgaria (183).

H.3 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

H.4 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT (IF APPLICABLE).

The Contractor's subcontracting plan dated \_\_\_\_\_ is hereby incorporated as a material part of this contract.

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development  
Office of Small and Disadvantaged Business Utilization  
RRB 7.08-110  
1300 Pennsylvania Avenue NW  
Washington, D.C. 20523

[END OF SECTION H]

PART II - CONTRACT CLAUSES  
SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS Alternate I (APR 1984)	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1996
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS Alternate III (JAN 1999)	JUN 1999
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	APR 1998
52.216-8	FIXED FEE	MAR 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT (a) first insert - insert "10 days" (c) insert - "5 years"	MAR 2000
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 1999

NUMBER	TITLE	DATE
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN Alternate II (JAN 1999)	OCT 1999
52.219-16	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN	JAN 1999
52.219-23	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS	OCT 1999
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-3	CONVICT LABOR	AUG 1996
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	JUL 1995
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-24	AFFIRMATIVE ACTION COMPLIANCE	APR 1984
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-29	NOTIFICATION OF VISA DENIAL	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	AUG 1998
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUN 1997
52.232-36	PAYMENT BY THIRD PARTY	MAY 1999
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD Alternate I (JUN 1985)	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT 1995
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES - COST-REIMBURSEMENT Alternate I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS Alternate II (AUG 1998)	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)	JAN 1986
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JAN 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

## AID ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES

NUMBER	TITLE	DATE
752.202-1	USAID DEFINITIONS CLAUSE - GENERAL SUPPLEMENT FOR USE IN ALL USAID CONTRACTS AND	JAN 1990
	USAID DEFINITIONS CLAUSE - SUPPLEMENT FOR USAID CONTRACTS INVOLVING PERFORMANCE OVERSEAS	DEC 1986
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	
752.225-70	SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS	FEB 1997
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	
752.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	MAR 1993
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.247-70	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS	OCT 1996
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 1996
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984
752.7027	PERSONNEL	DEC 1990
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	JAN 1990
752.7033	PHYSICAL FITNESS	JUL 1997
752.7035	PUBLIC NOTICES	DEC 1991

I.2 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e) (1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

#### I.4 PAYMENT FOR OVERTIME PREMIUMS

In accordance with FAR 52.222.2, Payment for Overtime Premiums, the use of overtime is authorized if the overtime premium cost does not exceed \$0.00.

#### I.5 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

(a) Definitions. As used in this clause--

"All employment openings" includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

"Appropriate office of the State employment service system," means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

"Positions that will be filled from within the Contractor's organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Veteran of the Vietnam era" means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or



(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964 and May 7, 1975.

(b) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as --

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings.

(1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability.

(1) This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(e) Postings.

(1) The Contractor agrees to post employment notices stating

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

## I.6 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee class	Monetary Wage-Fringe Benefits
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## I.7 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651 et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

## I.8 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

## (a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

## (b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by . If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT

information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

I.9 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

(a) The Contractor shall--

(1) Certify any proposal to establish or modify final indirect cost rates;

(2) Use the format in paragraph (c) of this clause to certify; and

(3) Have the certificate signed by an individual of the Contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the Contractor that submits the proposal.

(b) Failure by the Contractor to submit a signed certificate, as described in this clause, may result in final indirect costs at rates unilaterally established by the Contracting Officer.

(c) The certificate of final indirect costs shall read as follows:

CERTIFICATE OF FINAL INDIRECT COSTS

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final indirect costs rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and

2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Certifying Official: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

## I.10 NOTIFICATION OF CHANGES

In accordance with FAR 52.243-7, Notification of Changes, the Contractor shall notify the Contracting Officer in writing promptly, within 30 calendar days from the date that the Contractor identifies any Government conduct that the Contractor regards as a change to the contract terms and conditions. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing.

## I.11 752.245-70 GOVERNMENT PROPERTY -- USAID REPORTING REQUIREMENTS

The term "Government furnished property" wherever it may appear in the following clause, shall mean (1) non-expendable personal property owned by or leased to the U.S. Government and furnished to the contractor and (2) personal property furnished either prior to or during the performance of this contract by any U.S. Government accountable officer to the contractor for use in connection with performance of this contract and identified by such officer as accountable. The term "government property", wherever it may appear in the following clause, shall mean government-furnished property and non-expendable personal property title to which vests in the U.S. Government under this contract. Non-expendable property, for purposes of this contract, is defined as property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500.

Reporting Requirement: to be inserted following the text of the FAR clause.

Reporting Requirements: The contractor will submit an annual report on all non-expendable property in a form and manner acceptable to USAID substantially as follows:

ANNUAL REPORT OF GOVERNMENT PROPERTY  
IN CONTRACTOR'S CUSTODY

(Name of Contractor)

As of (End of Contract Year), 19xx

	Motor Vehicles	Furniture and furnishings-- Office Living quarters	Other non-expendable property
A. Value of property as of last report.			
B. Transactions during this reporting period.			
1. Acquisitions (add):			
a. Purchased by contractor 1/			
b. Transferred from USAID 2/			
c. Transferred from others-- Without reim- bursement 3/			
2. Disposals (deduct):			
a. Returned to USAID			
b. Transferred to USAID-Contractor Purchased			
c. Transferred to other Government agencies 3/			
d. Other disposals 3/			
C. Value of property as of reporting date.			
D. Estimated average age of contractor held property			
	Years	Years	Years



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PROPERTY INVENTORY VERIFICATIONS

I attest that (1) physical inventories of Government property are taken not less frequently than annually; (2) the accountability records maintained for Government property in our possession are in agreement with such inventories; and (3) the total of the detailed accountability records maintained agrees with the property value shown opposite line C above, and the estimated average age of each category of property is as cited opposite line D above.

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Authorized Signature.

I.12 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT  
EXPERIENCE DOCUMENTS (OCT 1997)

(a) Contract Reports and Information/Intellectual Products.

(1) The Contractor shall submit to PPC/CDIE/DI copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540, section E540.5.2b(3). Information may be obtained from the Cognizant Technical Officer (CTO).

These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to PPC/CDIE/DI copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

(2) Upon contract completion, the contractor shall submit to PPC/CDIE/DI an index of all reports and information/intellectual products referenced in paragraph (a)(1).

(b) Submission requirements.

(1) Distribution.

(i) The contractor shall submit contract reports and information/intellectual products (referenced in paragraph (a)(1) above) in electronic format and hard copy (one copy) to U.S. Agency for International Development, PPC/CDIE/DI, Attn: ACQUISITIONS, Washington D.C. 20523 at the same time submission is made to the CTO.

(ii) The contractor shall submit the reports index referenced in paragraph (a)(2) above and any reports referenced in paragraph (a)(1) above that have not been previously submitted to PPC/CDIE/DI, within 30 days after completion of the contract to the address cited in paragraph (b)(1)(i) above.

(2) Format.

(i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

(ii) The hard copy report shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.

(iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the hard copy submitted.

(iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, ASCII, and Portable Document Format (PDF). Submission in Portable Document Format is encouraged.

(v) The electronic document submission shall include the following descriptive information:

- (A) Name and version of the application software used to create the file, e.g., WordPerfect Version 6.1 or ASCII or PDF.
- (B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.
- (C) Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

#### I.13 COMMUNICATIONS PRODUCTS (OCT 1994)

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the Contracting Officer. A copy of the standards for USAID financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

(1) All communications materials funded by operating expense account funds;

(2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and

(4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use).

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

[END OF SECTION I]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS  
SECTION J - LIST OF ATTACHMENTS

- 1 USAID Geographic Codes
- 2 Model Small Business/Small Disadvantaged Subcontracting Plan

The following forms are attachments but are not included in full text in the RFP. They may be found on the internet at:

[http://www.usaid.gov/procurement\\_bus\\_opp/procurement/forms/](http://www.usaid.gov/procurement_bus_opp/procurement/forms/)

- 3 USAID FOR 1420-17 - Contractor Employee Biographical Data Sheet
- 4 SF LLL - Disclosure of Lobbying Activities
- 5 SF 294 - Subcontracting Report for Individual Contracts
- 6 AID 1420-65 - A.I.D. Contractor Employee Physical Examination Form

ATTACHMENT 1  
IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

- (a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.
- (b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Afghanistan, Libya, Vietnam, Cuba, Cambodia, Laos, Iraq, Iran, North Korea, Syria and People's Republic of China.
- (c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.
- (d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia\*, Malta, Moldova, Monaco, Mongolia, Montenegro\*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia\*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan\*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

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\* Has the status of a "Geopolitical Entity", rather than an independent country.

ATTACHMENT 2  
MODEL SMALL BUSINESS/SMALL DISADVANTAGED SUBCONTRACTING PLAN

MODEL SUBCONTRACTING PLAN OUTLINE \*

Identification Data

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Solicitation or Contract Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

Total Amount of Contract (Including Options) \$ \_\_\_\_\_

Period of Contract Performance (MO. & YR.) \_\_\_\_\_

\* Federal Acquisition Regulation (FAR), paragraph 19.708(b) prescribes the use of the clause at FAR 52.219-9 entitled "Small Business, Small Disadvantaged Business, and Women Owned Small Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9. "SUBCONTRACT" as used in this clause, means any agreement (other than one involving an employer-employee relationship (entered into a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract

1. Type of Plan (Check One)

- \_\_\_\_\_ Individual plan (All elements developed specifically for this contract and applicable for the full term of this contract).
- \_\_\_\_\_ Master plan (Goals developed for this contract; all other elements standard; must be renewed annually).
- \_\_\_\_\_ Commercial products plan (Contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plans/goals negotiated by a lead agency on a company-wide basis rather than for individual contracts. Plan effective only during year approved. Contractor must provide copy of lead agency approval).

2. Goals

State separate dollar and percentage goals for small business concerns, small disadvantaged business concerns, and women-owned small business concerns as subcontractors as specified in FAR 52.219-9 and FAR 19.704(a) (1) .

- A. Total estimated dollar value of all planned subcontracting, i.e., with all types of organizations under this contract, is \$\_\_\_\_\_.
- B. Total estimated dollar value and percentage of planned subcontracting with small business concerns:  
\$\_\_\_\_\_ and \_\_\_\_\_%\*
- C. Total estimated dollar value and percentage of planned subcontracting with small disadvantaged business concerns: \$\_\_\_\_\_ and \_\_\_\_\_%\*
- D. Total estimated dollar value and percentage of planned subcontracting with women-owned small business concerns:  
\$\_\_\_\_\_ and \_\_\_\_\_%\*
- (\*Expressed as a percentage of "A")
- E. Description of all the products and/or services to be subcontracted under this contract, and an indication of the types of organizations supplying them: (i.e., LARGE BUSINESS (LB), SMALL BUSINESS (SB), SMALL DISADVANTAGED BUSINESS (SDB), AND WOMEN-OWNED SMALL BUSINESS (W-OSB).

(check all that apply)

Subcontracted Product/Service	LB	SB	SDB	W-OSB
_____				
_____				
_____				
_____				

(Attach additional sheets if necessary.)

- F. A description of the method used to develop the subcontracting goals for small, small disadvantaged, and women-owned small business concerns (i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentage goals; also, explain how the areas to be subcontracted to small, small disadvantaged, and women-owned small business concerns were determined, and how the capabilities of small, small disadvantaged, and women-owned small businesses were determined -- include any source lists used in the determination process).

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- G. Indirect costs have been \_\_\_\_\_ have not been \_\_\_\_\_ included in the dollar and percentage subcontracting goals stated above. (check one)
- H. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small business, small disadvantaged business, and women-owned small business concerns.

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3. Program Administrator

Name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the contractor's subcontracting program.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_



Duties: Has general overall responsibility for the contractor's subcontracting program; i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of this particular plan. These duties include, but are not limited to, the following activities:

A. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small, small disadvantaged, and women-owned small business concerns; assuring that small, small disadvantaged, and women-owned small businesses are included on the source lists for solicitations for products and services for which they are capable of providing;

B. Developing and maintaining bidder's lists of small, small disadvantaged, and women-owned small business concerns from all possible sources;

C. Ensuring periodic rotation of potential subcontractors on bidder's lists;

D. Ensuring that procurement "packages" are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses;

E. Making arrangements for the utilization of various sources for the identification of small, small disadvantaged, and women-owned small businesses such as the SBA's Procurement Automated Source System (PASS), the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, and the facilities of local small business and minority associations, and maintaining contact with the Federal agency's Small and Disadvantaged Business Utilization Specialist.

F. Overseeing the establishment and maintenance of contract and subcontract award records;

G. Attending or arranging for the attendance of company counselors Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc.;

H. Ensuring small, small disadvantaged, and women-owned small business concerns are made aware of subcontracting opportunities and of how to prepare responsive bids to the company;

I. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 et seq on purchasing procedures;

J. Monitoring the company's performance and making any adjustments necessary to achieve the Subcontracting Plan goals;

K. Preparing and submitting timely, required Subcontracting Reports, including SF 294 and SF 295;

L. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and,

M. Other duties: \_\_\_\_\_

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4.     Equitable Opportunity

Describe efforts the offeror will make to ensure that small, small disadvantaged, and women-owned small business concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to the following activities:

- A.     Outreach efforts to obtain sources:
  - 1.     Contacting minority and small business trade association;
  - 2.     Contacting business development organizations;
  - 3.     Attending small and minority business procurement conferences and trade fairs; and
  - 4.     Requesting sources from the Small Business Administration's Procurement Automated Source System (PASS).
  - 5.     Placing newspaper and magazine ads which encourage new sources.

- personnel:

  - B.     Internal efforts to guide and encourage purchasing
    - 1.     Presenting workshops, seminars, and training programs;
    - 2.     Establishing, maintaining, and using small, small disadvantaged, and women-owned small businesses source lists, guides, and other data for soliciting subcontracts; and
    - 3.     Monitoring activities to evaluate compliance with the Subcontracting Plan.

- C.     Additional efforts: 

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## 5. Flow-Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns, Small Disadvantaged Business Concerns, and Women-Owned Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business, Small Disadvantaged Business, and Women-Owned Small Business Subcontracting Plan." Ref. FAR 19.704 (a) (4).

## 6. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the Subcontracting Plan; (3) submission of Standard Form SF 294, "Subcontracting Report for Individual Contracts, and SF 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit SF 294 and SF 295.

Reporting Period	Report Due	Due
Oct 1 - Mar 31	SF 294	04/30
Apr 1 - Sep 30	SF 294	10/30
Oct 1 - Sep 30	SF 295	10/30

## ADDRESSES

(a) SF 294 and

(b) SF 295 to be submitted to:

Director  
Office of Small and Disadvantaged Business  
Utilization/Minority Resource Center  
U.S. Agency for International Development  
Washington, DC 20523-1414

## 7. Recordkeeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the Subcontracting Plan. These records will include, but not be limited to, the following:

A. Small, small disadvantaged, and women-owned small business concerns source lists, guides, and other data identifying such vendors;

B. Organizations contacted in an attempt to locate small, small disadvantaged, and women-owned small business sources;

C. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; (3) whether women-owned small business concerns were solicited, and if not, why not; and (4) reason for the failure of solicited small, small disadvantaged, or women-owned small business concerns to receive the subcontract award;

D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;

E. Records to support internal guidance and encouragement provided buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities to evaluate compliance; and

F. On a contract-by-contract basis, records to support subcontract data including the name, address, and business size of each subcontractor. (This item is not required for company or division- wide commercial products plans.)

G. Additional records: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This subcontracting plan was submitted by:

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Prepared: \_\_\_\_\_

Phone No.: \_\_\_\_\_

[END OF SECTION J]

PART IV - REPRESENTATIONS AND INSTRUCTIONS  
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF  
OFFERORS

K.1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO  
INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN:\_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other\_\_\_\_\_.

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

K.3 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is a women-owned business concern.

K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them or: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (A)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)

(a) (1) The standard industrial classification (SIC) code for this acquisition is 8748.

(2) The small business size standard is \$5.0 million average annual receipts for an offeror's last 3 fiscal years.



(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.6 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (JAN 1997)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [ ] is, [ ] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.) Offeror's number of employees for the past 12 months (check this column if size standard in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

K.7 52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)

[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

No. of Employees	Avg. Annual Gross Revenues
50 or fewer	\$1 million or less
51 - 100	\$1,000,001 - \$2 million
101 - 250	\$2,000,001 - \$3.5 million
251 - 500	\$3,500,001 - \$5 million
501 - 750	\$5,000,001 - \$10 million
751 - 1,000	\$10,000,001 - \$17 million
Over 1,000	Over \$17 million

K.8 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

- (A) No material change in disadvantaged ownership and control has occurred since its certification;
- (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c) (2); and

- (C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

☐ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) ☐ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.10 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is ☐, is not ☐ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.11 52.227-6 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee: (1) Name and address of licensor. (2) Date of license agreement. (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable. (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable. (5) Percentage or dollar rate of royalty per unit. (6) Unit price of contract item. (7) Number of units. (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K.12 52.227-7 PATENTS - NOTICE OF GOVERNMENT LICENSEE (APR 1984)

The Government is obligated to pay a royalty applicable to the proposed acquisition because of a license agreement between the Government and the patent owner. The patent number is \_\_\_\_ [Contracting Officer fill in], and the royalty rate is \_\_\_\_ [Contracting Officer fill in]. If the offeror is the owner of, or a licensee under, the patent, indicate below:

☐ Owner ☐ Licensee

If an offeror does not indicate that it is the owner or a licensee of the patent, its offer will be evaluated by adding thereto an amount equal to the royalty.

K.13 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998)

NOTE: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c) (5) or 9903.201-2(c) (6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

/\_\_\_/ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal  
Official Where Filed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

/\_\_/ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal  
Official Where Filed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

/\_\_/ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

/\_\_/ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

/\_\_\_/ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

/\_\_\_/ YES

/\_\_\_/ NO

### K.14 752.226-1 DISADVANTAGED ENTERPRISE REPRESENTATION (APR 1991)

The offeror/contractor shall submit a representation in the following form to the contracting officer:

(a) Representation. The offeror represents that:

(1) It ☐ is, ☐ is not a small disadvantaged business.

(2) It ☐ is, ☐ is not an historically black college or university, as designated by the Secretary of Education pursuant to 34 CFR 608.2.

(3) It ☐ is, ☐ is not a college or university having a student body in which more than 40 percent of the students are Hispanic American.

(4) It ☐ is, ☐ is not a private voluntary organization which is controlled by individuals who are socially and economically disadvantaged.



## (b) Definitions.

(1) "Asian Pacific Americans," as used in this provision means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.

(2) "Controlled by socially and economically disadvantaged individuals" means management and daily business are controlled by one or more such individuals.

(3) "Native Americans," as used in this provision means American Indians, Eskimos, Aleuts, and native Hawaiians.

(4) "Owned by socially and economically disadvantaged individuals" means at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals.

(5) "Small business concern," as used in this provision, means a U.S. concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualifies as a small business under the criteria and size standards in 13 CFR 121.

(6) "Small disadvantaged business," as used in this provision, means a small business concern that:

(i) Is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals; and

(ii) Has its management and daily business controlled by one or more such individuals.

(7) "Subcontinent Asian Americans," as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and women.

## K.15 INSURANCE - IMMUNITY FROM TORT LIABILITY

The offeror represents that it [ ] is, [ ] is not a State agency or charitable institution, and that it [ ] is not immune, [ ] is partially immune, [ ] is totally immune from tort liability to third persons.

## K.16 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has ☐ has not ☐ submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

K.17 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and [ ] agrees to the terms and conditions set forth therein; or [ ] has the following exceptions (continue on a separate attachment page, if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

K.18 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. \_\_\_\_\_  
Offer/Proposal No. \_\_\_\_\_  
Date of Offer \_\_\_\_\_  
Name of Offeror \_\_\_\_\_  
Typed Name and Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

[END OF SECTION K]

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

## L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN 1999
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN US CURRENCY	APR 1991
52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993

## L.2 52.215-1 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (FEB 2000)

(a) *Definitions.* As used in this provision--"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors

shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later

than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:  
This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost plus fixed fee contract resulting from this solicitation.

L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Andrew Holland  
Regional Contracting Officer, RCO Budapest  
Department of State (USAID)  
5270 Budapest Place  
Washington DC 20521-5270



(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### L.5 GENERAL INSTRUCTIONS TO OFFERORS

(a) The offeror shall submit one original and 5 copies of a technical proposal and one original and 5 copies of a cost proposal. The Technical Proposal and Cost Proposal should be kept separate from each other.

(b) Submission of Alternate Proposals: All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternative proposal, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered. Any deviation from the proposal instructions may constitute an unacceptable proposal.

(c) Government Obligation: The US Government is not obligated to make an award or to pay for any costs incurred by the offeror in preparation of a proposal in response hereto.

(d) In case of any disagreements or discrepancies between the terms and conditions of this RFP and the FAR, the latter shall prevail.

(e) Offerors must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S. C. 1001.

(f) USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under the project conditions; (2) a review of the Offeror's financial condition, business and personnel procedures, etc.; and (3) site visits to the Offeror's institution.

(g) This request for proposals is written in the Uniform Contract Format described in Federal Acquisition Regulation (FAR) section 15.406. Offerors are encouraged to familiarize themselves with the Uniform Contract Format. This will facilitate their understanding of the terms and conditions of this solicitation, the instructions which follow, and the source selection process.

(h) In order to facilitate preparation of proposals, the following information is provided:

At a minimum, offerors shall estimate a long-term technical assistance team (approximately three including the COP) which will be complimented by an appropriate mix and amount of short-term technical assistance and local staff positions (salary and benefits packages offered locally hired employees should reflect local market conditions) that the offeror considers necessary to carry out the activities in this RFP.

Offerors are free to suggest such configuration of the team that they believe will best address the requirements. For planning and estimating purposes under the small grants program, one can assume that they will be responsible for awarding and administering ten grants per year ranging from \$5,000 to \$25,000 for a total of \$100,000 per year. The Coalition 2000 Grant is estimated to be \$500,000 per year. Lastly, all other direct costs, including commodities, are estimated to be about \$570,000 per year. **THE INFORMATION PROVIDED HEREIN IS MERELY AN ESTIMATE AND PROVIDED TO FACILITATE PROPOSAL PREPARATION AS A VAGUE GUIDE. ACCORDINGLY, THERE IS 100% FLEXIBILITY TO SHIFT AMONG LINE ITEMS AND/OR THE ESTIMATED AMOUNT, SINCE THIS IS VERY MUCH DEPENDENT UPON EACH OFFEROR'S APPROACH IN PREPARING THEIR TECHNICAL AND COST PROPOSALS.**

#### L.6 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL/NONCOST PROPOSAL

(a) The Technical Proposal submitted in response to this solicitation should demonstrate offeror's capability, qualifications and experience and should address how the offeror intends to carry out the Statement of Work contained in Section C. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. Accordingly, the technical proposal shall provide a full description of the proposed approach and the resources necessary to accomplish the program objectives, to include performance indicators.

(b) The proposal shall at a minimum provide:

(1) A technical proposal that covers the full implementation plan for this program. The technical proposal must provide performance indicators to measure the accomplishment of results under all activities. In addition, the technical proposal should provide suggested performance benchmarks for each indicator of activity accomplishments. The technical proposal must include approaches to implementation of activities through a combination of technical assistance, policy advice and training; and a small grant-making mechanism. Proposals should propose institutional relationships with the Procurement Office and National Audit Office to advance sustainability of anti-corruption activities within those offices.

(2) Results indicators and benchmarks most appropriate to the proposed methodology and approaches and ones that provide the most direct measure toward the achievement of intermediate results. This includes proposing realistic targets for the performance indicators.

(3) Offerors shall discuss ways in which the collection, analysis and reporting performance data will be managed.

(4) Offerors shall propose a commodity program to support their technical approach for the implementation of the

activity. Categories of commodities might include, but are not limited to: materials for carrying out the training activities, including both at the NAO and the Procurement Office, training equipment, instructional materials, equipment.

(5) ESTIMATED LEVEL OF EFFORT: Offerors are to propose their own mix of expatriate and local skills to meet the requirements of their proposed technical approach to the tasks at hand. Key personnel proposed should include a Chief of Party and at least two other positions to be identified by the Offeror.

(6) Information or description of the offeror's resources (including personnel resources, computer applications and management systems) supporting the offeror's qualifications for the project.

(7) The technical proposal must identify the names (and provide detailed bio-data) of all long-term expatriate staff proposed for the program. The proposal must also identify the work assignments for these individuals. The current work assignment of the proposed long-term, expatriate staff must be provided, including information on their current work location, expiration date of the present assignment, and expiration date of any contract for the services of the individual. If that present assignment is directly or indirectly funded by USAID, the name of the USAID organization and manager for the assignment must be identified. The proposals must include a statement signed by each proposed long-term staff member that indicates their willingness to accept the assignment and their individual availability dates.

(8) The technical proposal must identify candidate names and task assignments for short-term advisors that will be used in the implementation of the program. This section should include short (approximately 1/4 page per person) background data on the individual to support their selection for the proposed short-term consultant services assignment. If the offeror plans to use more than 10 short-term advisors, the technical proposal submission should be limited to the 10 individuals that best reflect the ability of the offeror to accomplish the work objectives of the Contract.

(9) The offeror must also describe the local staff positions needed to support the long- and short-term advisors while they are in Bulgaria. This local administrative and clerical support staff should be identified by function and

duration of time during the contract. Offerors must also indicate the hiring practice that will be employed and the provisions to be taken to comply with Bulgarian Labor Code requirements.

Any resumes or bio-data and commitment letters should be included as an annex or attachment to the technical proposal.

(10) Given the predominant capability of Coalition 2000, offerors must include this entity in their approach and provide for a small grant-making mechanism. The technical proposal must identify how the offeror will work with Coalition to achieve the objectives outlined in the SOW. The technical proposal shall identify the administrative procedures to be followed in negotiating, awarding and administering these grants. The offeror should present previous experience with such mechanisms (devoting less than one page to this submission).

**(11) Gender Considerations. In accordance with USAID's recognition that gender issues are important considerations in development, the offeror will look for gender implications or opportunities in the program. The offeror will make its best efforts to evaluate gender considerations and opportunities for participation in the program, as well as to define gender-based barriers to achieving the tasks outlined in this SOW. If such barriers are outlined, the offeror shall propose an approach to eliminate such barriers in the proposal. The offeror is required to report gender disaggregated data.**

(12) Past performance information for at least five projects which best illustrate current qualifications relevant to this project, including:

- project name and location;
- nature of firm's responsibility;
- nature of the project (summary description)
- project owner's name and address;
- completion date (actual or estimated);
- estimated cost of the entire project; and
- estimated cost of work for which firm was/is responsible

All appropriate names, addresses, telephone numbers and email addresses shall be provided.

#### L.7 INSTRUCTIONS REGARDING PERSONNEL

The contract proposed by this solicitation includes a key personnel clause, the quality of personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract. Key personnel includes the Chief of Party and all long term technical assistants.

#### L.8 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

(a) Each offeror shall provide a proposal for each line item listed in Section B. Supporting information should be provided in

sufficient detail to allow a complete analysis for cost reasonableness and realism of each line item cost. This is to include a complete breakdown of the cost elements associated with each line item and those cost associated with any proposed subcontract.

(b) If the contractor is a joint venture or partnership, the business management proposal must include a copy of the agreement between the parties to the joint venture/partnership. The agreement will include a full discussion of the relationship between the firms including identification of the firm which will have responsibility for negotiation of the contract, which firm will have accounting responsibility, how work will be allocated, overhead calculated, and profit shared, and the express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other.

(c) Detail of the offeror's management structure as it relates to performance of services described in Section C.

(d) The representations and certifications, as set forth in Section K of this solicitation, with the last page signed. This should be completed by subcontractors as well.

(e) Audited balance sheets and profit and loss statements or if not available, returns as submitted to Federal tax authorities for the offeror's last two complete fiscal years and for the current fiscal year as of 30 days prior to proposal submission. (The balance sheets and profit and loss statements for the current fiscal year may be unaudited.) The profit and loss statements should include details of the total cost of services sold, and be annotated by either the auditor or offeror to delineate the offeror's indirect expense pool(s) and customary indirect cost distribution base(s).

(f) A copy of the offeror's personnel policies in effect at the time the offer is submitted.

(g) A copy of the offeror's travel policies in effect at the time the offer is submitted.

L.9 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the

commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

[END OF SECTION L]

## SECTION M - EVALUATION FACTORS FOR AWARD

## M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE	DATE
52.271-5	EVALUATION OF OPTIONS	JUL 1990

## M.2 EVALUATION CRITERIA

The Government intends to make an award to at least one responsible and responsive offeror whose proposal is the most advantageous to the Government price and other factors considered. Technical, cost and other factors will be evaluated relative to each other, as described herein. Although cost is not being specifically scored, the award selection will be made on a best value (technical or non-cost versus cost tradeoff) basis, where all non-cost factors will be significantly more important than cost.

(1) The Agency for International Development shall evaluate proposals received in response to this solicitation in accordance with the Federal Acquisition Regulations and the Agency for International Development Acquisition Regulations. An evaluation panel shall evaluate each proposal based upon the evaluation factors and maximum points set forth below. A technical proposal can be categorized as unacceptable when it has many deficiencies or gross omissions or both which: 1) Demonstrates a failure to understand much of the scope of work necessary to perform the required tasks; 2) fails to provide a reasonable, logical approach to fulfilling much of the government's requirements; or 3) fails to meet the personnel requirements. A finding of unacceptable in one evaluation factor may result in the entire technical proposal being found to be unacceptable.

(3) Prospective offerors are forewarned that a proposal with the lowest estimated cost may not be selected if award to

a higher priced proposal affords the Government a greater overall benefit. Proposals will be rated and ranked on the evaluation factors set forth below. Estimated cost and price shall receive less consideration than overall technical ability, however, estimated cost is an important factor.

(4) The estimated price to the Government increases in importance as competing proposals approach equivalence in technical merit and may become the deciding factor where technical proposals are approximately equivalent in merit.

(5) Cost estimated will be analyzed as part of the proposal evaluation process. Proposed costs may be adjusted, for the purposes of evaluation, based on the results of the cost analysis and its assessment of reasonableness, completeness, and credibility.

(6) Assessment of past performance will focus on the contractor's record of conforming to contract requirements and to standards of good workmanship; record of forecasting and controlling costs; the contractor's adherence to contract schedules, including administrative aspects of performance; the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; the business-like concern for the interest of the customer; and the competency of key personnel who worked on the contract. Firms lacking relevant past performance history shall be given a neutral past performance rating.

(7) The criteria below are presented by major category, with relative order of importance, so that offerors will know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation. Offerors should note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors should address in their proposals.

#### TECHNICAL AND NON-COST CRITERIA

The following evaluation factors will be considered in evaluating the proposals received:

#### **Program Approach and Implementation Plan (50 points)**

Extent to which proposed approach is creative, relevant, consistent with and supportive of the project aims outlined in the Statement of Work;



Clear and specific description of the activities, outcomes and results anticipated, defined by quantifiable and qualitative indicators of progress; and

Efficacy of the proposed mix of training and technical assistance, methodology of providing tailored assistance in the field of organizational development;

**Program Management (20 points)**

Proposed management plan, including plans for effective in-country presence and staffing;

Demonstrated ability to administer the small-grants element;

Proposed implementation structure to work with Coalition 2000 to achieve program goals;

Extent and nature of Chief of Party's relevant professional experience in: implementation of anti-corruption programs, general management of complex international development programs, as well as building and effectively supervising a diverse team of employees; and

Extend and nature of technical experience of other proposed long-term staff.

**Institutional Capability and Past Performance (20 points)**

Extent of relevant institutional experience in anti-corruption and institutional development activities in transitional and other countries;

Access to and ability to mobilize appropriate technical expertise in a timely manner;

Technical experience of proposed personnel in each short-term category; and

Demonstrated organizational responsiveness, quality of personnel, workmanship standards, headquarters support for field operations, and ability to complete assignments on schedule; and

Demonstrated procurement, logistical, and financial management capabilities.

**Monitoring and Evaluation Plan and Sustainability Plan (10 points)**

Clear and creative identification of expected intermediate and final program results; and

Proposed monitoring and evaluation plan, including a plan for collecting base-line data and a discussion of indicators of program impact.

Extent to which proposed sustainability plan address project's close-out and is consistent with program objectives and appropriate to regional context.

**M.3 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD**

(a) The competitive range of offerors with whom negotiation will be conducted (if necessary) will be determined by the Contracting Officer based on the above evaluation factors, and will be comprised of all of the most highly rated offerors, unless the range is further reduced for purposes of efficiency pursuant to FAR 15.306(c)(2).

(b) In accordance with FAR 52.215-1, and as set forth in Section L of this solicitation, award will be made by the Contracting Officer to the responsible offeror whose proposal, conforming to the solicitation, is most advantageous to the Government, and the above technical and cost factors considered. The formula set forth above will be used by the Contracting Officer as a guide in determining which proposals will be most advantageous to the Government.

**M.4 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES**

USAID encourages the participation of small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every reasonable effort will be made to identify and make use of such organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

[END OF SECTION M]